

WIDE ENVELOPE

22 CV 04133

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*The Pinkfong Company, Inc.*

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

THE PINKFONG COMPANY, INC.

*Plaintiff*

v.

7DAY STORE, A PLEASANT TRIP STORE, AIDA  
TECH LIMITED, ANKANG QINBA MANCHUANG  
TOYS INDUSTRY OPERATION MANAGEMENT  
CO., LTD., BABY FAMILY STORE, BOOM PARTY  
STORE, CHILDREN'S CLOTHES DESIGN STORE,  
CHILDREN'S WONDER FACTORY STORE, CHINA  
BEDDING-SET FACTORY STORE, DONGGUAN  
EVEREST TECHNOLOGY CO., LTD., DONGGUAN  
MITO TECHNOLOGY CO., LTD., DONGGUAN  
YIKANG PLUSH TOYS CO., LTD., DROPSHIP  
PLUSH TOY STORE, EMMABABY BEAUTIFUL  
BABY STORE, FULA-BAO OFFICIAL STORE,  
FUZHOU YIBO ELECTRONIC COMMERCE CO.,  
LTD., GUANGDONG JICHENG CRAFT PRODUCTS  
CO., LTD., GUANGZHOU KINGKONG  
INDUSTRIAL CO., LTD., HANG WING PLASTIC  
INDUSTRY CO., LTD., HAPPY HOUSE PARTY  
STORE, HI PARTY STORE, HMXRBY 2022  
CHILDREN S CLOTHING FACTORY STORE, J-L  
STORE STORE, JOYMEMO PARTY TOWN STORE,  
KAYOLI BABY STORE, LI DU HOMES STORE  
STORE, LITCHI BACKDROP STORE,  
LUCKYHOME66 STORE, MILULU88 STORE, -

Civil Case No.:

~~PROPOSED~~

1) TEMPORARY RESTRAINING  
ORDER; 2) ORDER RESTRAINING  
MERCHANT STOREFRONTS AND  
DEFENDANTS' ASSETS WITH  
THE FINANCIAL INSTITUTIONS;  
3) ORDER TO SHOW CAUSE WHY  
A PRELIMINARY INJUNCTION  
SHOULD NOT ISSUE; 4) ORDER  
AUTHORIZING BIFURCATED  
AND ALTERNATIVE SERVICE;  
AND 5) ORDER AUTHORIZING  
EXPEDITED DISCOVERY

FILED UNDER SEAL

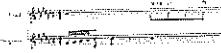
NAUGHTY BABY STORE, PALALA TOY'S STORE,  
QIUQIU PARTY STORE, SHENZHEN OXOFUN  
TECHNOLOGY LIMITED, SHENZHEN  
YISHANGJU TECHNOLOGY CO., LTD., SHOP  
119457639 STORE, SHOP 169276549 STORE,  
SHOP1100269143 STORE, SHOP912624424 STORE,  
SWEETHOME376688 STORE, WANGQIANYU  
STORE, XIAMEN BETTER SUPPLY CHAIN CO.,  
LTD., XIAOBODING STORE, YIWU ALL SHINE  
IMPORT & EXPORT CO., LTD., YIWU ALLO  
TRADING CO., LTD., YIWU AULLAN IMPORT &  
EXPORT CO., LTD., YIWU BAOCHANG TRADING  
CO., LTD., YIWU JUQI TRADING CO., LTD., YIWU  
TUYUE ELECTRONIC COMMERCE CO., LTD.,  
YOUNG PLAY STORE, YY WAROOM STORE,  
ZHAOQING JUNJIE TECHNOLOGY CO., LTD.,  
ZHEJIANG LEADERSHOW HOMETEXTILE CO.,  
LTD and ZHISUXI OFFICIAL STORE,

*Defendants*

**GLOSSARY**

<b><u>Term</u></b>	<b><u>Definition</u></b>
<b>Plaintiff or Pinkfong</b>	The Pinkfong Company, Inc.
<b>Defendants</b>	7day Store, A pleasant trip Store, AIDA TECH LIMITED, Ankang Qinba Manchuang Toys Industry Operation Management Co., Ltd., Baby Family Store, Boom Party Store, Children's Clothes Design Store, Children's Wonder Factory Store, China Bedding-Set Factory Store, Dongguan Everest Technology Co., Ltd., Dongguan Mito Technology Co., Ltd., Dongguan Yikang Plush Toys Co., Ltd., Dropship Plush Toy Store, Emmababy Beautiful Baby Store, FULA-bao Official Store, Fuzhou Yibo Electronic Commerce Co., Ltd., Guangdong Jicheng Craft Products Co., Ltd., Guangzhou Kingkong Industrial Co., Ltd., Hang Wing Plastic Industry Co., Ltd., Happy House Party Store, Hi party Store, HMXRBY 2022 Children s Clothing Factory Store, J-L Store Store, JOYMEMO Party Town Store, Kayoli baby Store, LI DU Homes Store Store, LITCHI backdrop Store, luckyhome66 Store, MILULU88 Store, -Naughty baby Store, Palala Toy's Store, QiuQiu Party Store, SHENZHEN OXOFUN TECHNOLOGY LIMITED, Shenzhen Yishangju Technology Co., Ltd., Shop 119457639 Store, Shop 169276549 Store, Shop1100269143 Store, Shop912624424 Store, sweethome376688 Store, WangQianYu Store, Xiamen Better Supply Chain Co., Ltd., Xiaoboding Store, Yiwu All Shine Import & Export Co., Ltd., Yiwu Allo Trading Co., Ltd., Yiwu Aullan Import & Export Co., Ltd., Yiwu Baochang Trading Co., Ltd., Yiwu Juqi Trading Co., Ltd., Yiwu Tuyue Electronic Commerce Co., Ltd., Young Play Store, YY Waroom Store, Zhaoqing Junjie Technology Co., Ltd., Zhejiang Leadershow Hometextile Co., Ltd and ZHISUXI Official Store
<b>Alibaba</b>	Alibaba.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the world and specifically to consumers residing in the U.S., including New York
<b>AliExpress</b>	Aliexpress.com, an online marketplace platform that allows manufacturers, wholesalers and other third-party merchants, like Defendants, to advertise, offer for sale, sell, distribute and ship their wholesale and retail products originating from China directly to consumers across the

	world and specifically to consumers residing in the U.S., including New York
<b>Epstein Drangel</b>	Epstein Drangel LLP, counsel for Plaintiff
<b>New York Address</b>	244 Madison Ave, Suite 411, New York, New York 10016
<b>Complaint</b>	Plaintiff's Complaint
<b>Application</b>	Plaintiff's <i>Ex Parte</i> Application for: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts (as defined <i>infra</i> ) and Defendants' Assets (as defined <i>infra</i> ) with the Financial Institutions (as defined <i>infra</i> ); 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery
<b>Yang Dec.</b>	Declaration of Su Jeong Yang in Support of Plaintiff's Application
<b>Nastasi Dec.</b>	Declaration of Gabriela N. Nastasi in Support of Plaintiff's Application
<b>Baby Shark Content</b>	One of Pinkfong's most successful creations, which is the Pinkfong "Baby Shark" song and viral music video with characters
<b>Baby Shark Applications</b>	U.S. Trademark Serial Application Nos.: 88/396,786 for registration of "PINKFONG BABY SHARK" for a variety of goods in Class 25; 88/529,984 for registration of "PINKFONG" for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41; 88/530,086 for registration of "BABY SHARK" for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41; 88/594,141 for "PINKFONG" for a variety of goods in Class 5; and 88/594,122 for "BABY SHARK" for a variety of goods in Class 5.
<b>Baby Shark Registrations</b>	U.S. Trademark Registration Nos.: 5,803,108 for "BABY SHARK" for a variety of goods in Class 28; 6,488,471 for "BABY SHARK" for a variety of goods in Classes 9, 16, 25 and 41; 5,483,744 for "PINKFONG" for a variety of goods in Classes 3 and 21; 5,327,527 for "PINKFONG" for a variety of goods in Classes 9, 16 and 28; 4,993,122 for "PINKFONG" for a variety of goods in Classes 9 and 25; 6,487,494 for "PINKFONG" for a variety of goods 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30 and 41; 6,138,374 for <b>pinkfong</b> for a variety of goods in Class 41; 6,021,523 for <b>pinkfong Baby Shark</b> for a variety of goods in Class 28; 6,337,210 for "PINKFONG BABY SHARK" for a variety of goods in Class 21; 6,343,519 for "PINKFONG

	<p>BABY SHARK” for a variety of goods in Class 25; 6,503,438 for “PINKFONG” for a variety of goods in Class 5;</p> <p>6,495,600 for  for a variety of goods in Classes 9 and 41; and 4,515,238 for “BABY SHARK U.S.A” for a variety of goods in Classes 22 and 39.</p>
<b>Baby Shark Marks</b>	The marks covered by the Baby Shark Registrations and Baby Shark Applications
<b>Baby Shark Works</b>	U.S. Copyright Registration Nos.: VA 2-130-856, covering Baby Shark; VA 2-130-847, covering Daddy Shark; VA 2-130-854, covering Mommy Shark; VA 2-131-983, covering Pink Fong Mascot; SR 823-609, covering Baby Shark (Sound Recording and Music); and PA 2-142-905, covering Baby Shark (Motion Picture)
<b>Baby Shark Products</b>	An extensive worldwide licensing program for a wide variety of consumer products such as toys, sound books, t-shirts, associated with and/or related to the Baby Shark Content
<b>Counterfeit Products</b>	Products bearing or used in connection with the Baby Shark Marks and/or Baby Shark Works, and/or products in packaging and/or containing labels and/or hang tags bearing the Baby Shark Marks and/or Baby Shark Works, and/or bearing or used in connection with marks and/or artwork that are confusingly or substantially similar to the Baby Shark Marks and/or Baby Shark Works and/or products that are identical or confusingly or substantially similar to the Baby Shark Products
<b>Infringing Listings</b>	Defendants’ listings for Counterfeit Products
<b>User Accounts</b>	Any and all websites and any and all accounts with online marketplace platforms such as Alibaba and/or AliExpress, as well as any and all as yet undiscovered accounts with additional online marketplace platforms held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<b>Merchant Storefronts</b>	Any and all User Accounts through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them operate storefronts to manufacture, import, export, advertise, market, promote, distribute, display, offer for sale, sell and/or otherwise deal in Counterfeit Products, which are held by or associated with Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them
<b>Defendants’ Assets</b>	Any and all money, securities or other property or assets

	of Defendants (whether said assets are located in the U.S. or abroad)
<b>Defendants' Financial Accounts</b>	Any and all financial accounts associated with or utilized by any Defendants or any Defendants' User Accounts or Merchant Storefront(s) (whether said account is located in the U.S. or abroad)
<b>Financial Institutions</b>	Any banks, financial institutions, credit card companies and payment processing agencies, such as PayPal Inc. ("PayPal"), Payoneer Inc. ("Payoneer"), the Alibaba Group d/b/a Alibaba.com payment services (e.g., Alipay.com Co., Ltd., Ant Financial Services Group), PingPong Global Solutions, Inc. ("PingPong") and other companies or agencies that engage in the processing or transfer of money and/or real or personal property of Defendants
<b>Third Party Service Providers</b>	Online marketplace platforms, including, without limitation, those owned and operated, directly or indirectly by Alibaba and/or AliExpress, as well as any and all as yet undiscovered online marketplace platforms and/or entities through which Defendants, their respective officers, employees, agents, servants and all persons in active concert or participation with any of them manufacture, import, export, advertise, market, promote, distribute, offer for sale, sell and/or otherwise deal in Counterfeit Products which are hereinafter identified as a result of any order entered in this action, or otherwise

On this day, the Court considered Plaintiff's *ex parte* application for the following: 1) a temporary restraining order; 2) an order restraining Merchant Storefronts and Defendants' Assets with the Financial Institutions; 3) an order to show cause why a preliminary injunction should not issue; 4) an order authorizing bifurcated and alternative service and 5) an order authorizing expedited discovery against Defendants, Third Party Service Providers and Financial Institutions in light of Defendants' intentional and willful offerings for sale and/or sales of Counterfeit Products.<sup>1</sup> A complete list of Defendants is attached hereto as **Schedule A**, which also includes links to Defendants' Merchant Storefronts and Infringing Listings. Having reviewed the Application, Declarations of Su Jeong Yang and Gabriela N. Nastasi, along with exhibits attached thereto and other evidence submitted in support thereof, the Court makes the following findings of fact and conclusions of law:

### **FACTUAL FINDINGS & CONCLUSIONS OF LAW**

1. Pinkfong is a global entertainment company specializing in developing animated and gaming content to deliver high-quality entertainment. Headquartered in Seoul, South Korea, Pinkfong currently has 200+ employees and offices in Los Angeles, Shanghai and Hong Kong. Pinkfong has developed award-winning brands including "Monster Super League", "JellyKing" and "Tamago Monsters".

2. Through Pinkfong's preschool brand, Pinkfong produces modern-day songs and stories to provide stimulating and fun learning experiences to children.

3. One of Pinkfong's most successful creations is the Pinkfong "Baby Shark" song and viral music video with characters, which to date has amassed nearly 10.6 billion views on YouTube and debuted at No. 32 on the Billboard Hot 100 Chart.

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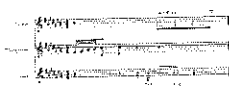
<sup>1</sup> Where a defined term is referenced herein and not defined herein, the defined term should be understood as it is defined in the Glossary.



4. Pinkfong has developed and initiated an extensive worldwide licensing program for a wide variety of consumer products such as toys, sound books and t-shirts associated with and/or related to the Baby Shark Marks and the Baby Shark Content.

5. While Plaintiff has gained significant common law trademark and other rights in its Baby Shark Content and Baby Shark Products, through use, advertising and promotion, Plaintiff has also protected its valuable rights by filing for and obtaining federal trademark registrations.

6. For example, Plaintiff owns the Baby Shark Marks, including U.S. Trademark Registration Nos.: 5,803,108 for “BABY SHARK” for a variety of goods in Class 28; 6,488,471 for “BABY SHARK” for a variety of goods in Classes 9, 16, 25 and 41; 5,483,744 for “PINKFONG” for a variety of goods in Classes 3 and 21; 5,327,527 for “PINKFONG” for a variety of goods in Classes 9, 16 and 28; 4,993,122 for “PINKFONG” for a variety of goods in Classes 9 and 25; 6,487,494 for “PINKFONG” for a variety of goods 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 30 and 41; 6,138,374 for **pinkfong** for a variety of goods in Class 41; 6,021,523 for **pinkfong Baby Shark** for a variety of goods in Class 28; 6,337,210 for “PINKFONG BABY SHARK” for a variety of goods in Class 21; 6,343,519 for “PINKFONG BABY SHARK” for a variety of goods in Class 25; 6,503,438 for “PINKFONG” for a variety of goods in Class 5;

6,495,600 for  for a variety of goods in Classes 9 and 41; and 4,515,238 for “BABY SHARK U.S.A” for a variety of goods in Classes 22 and 39. Additionally, Pinkfong has applied for registration for the following U.S. Trademark Serial Application Nos.: 79/253,035 for registration of “BABY SHARK” for a variety of goods in Classes 41, 25, 16 and 9; 88/396,786 for registration of “PINKFONG BABY SHARK” for a variety of goods in Class 25; 88/529,984



for registration of “PINKFONG” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41; 88/530,086 for registration of “BABY SHARK” for a variety of goods in Classes 2, 3, 9, 14, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 32 and 41; 88/594,141 for “PINKFONG” for a variety of goods in Class 5; and 88/594,122 for “BABY SHARK” for a variety of goods in Class 5.

7. The Baby Shark Marks are currently in use in commerce in connection with the Baby Shark Content and Baby Shark Products.

8. In addition, Plaintiff also owns the registered copyrights related to the Baby Shark Content and Baby Shark Products. For example, Plaintiff owns the Baby Shark Works, including U.S. Copyright Registrations: No. VA 2-130-856, covering Baby Shark; No. 2-130-847, covering Daddy Shark; No. VA 2-130-854, covering Mommy Shark; No. VA 2-131-983, covering Pink Fong Mascot; No. SR 823-609, covering Baby Shark (Sound Recording and Music); No. PA 2-142-905, covering Baby Shark (Motion Picture).

9. Defendants are manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale or Counterfeit Product through Defendants’ User Accounts and Merchant Storefronts with Alibaba and AliExpress (*see* **Schedule A** for links to Defendants’ Merchant Storefronts and Infringing Listings).

10. Alibaba and AliExpress are online marketplaces and e-commerce platforms, which allow manufacturers and other third-party merchants, like Defendants, to advertise, distribute, offer for sale, sell and ship their retail products, which, upon information and belief, primarily originate from China, directly to consumers worldwide and specifically to consumers residing in the U.S., including New York.

11. Defendants are not, nor have they ever been, authorized distributors or licensees of the Baby Shark Products. Neither Plaintiff, nor any of Plaintiff’s authorized agents, have consented to Defendants’ use of the Baby Shark Works and/or Baby Shark Marks, nor has Plaintiff

consented to Defendants' use of marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the Baby Shark Works and/or Baby Shark Marks.

12. Plaintiff is likely to prevail on its Lanham Act, copyright and related common law claims at trial.

13. As a result of Defendants' infringements, Plaintiff, as well as consumers, are likely to suffer immediate and irreparable losses, damages and injuries before Defendants can be heard in opposition, unless Plaintiff's Application for *ex parte* relief is granted:

- a. Defendants have offered for sale and sold substandard Counterfeit Products that infringe the Baby Shark Works and/or Baby Shark Marks;
- b. Plaintiff has well-founded fears that more Counterfeit Products will appear in the marketplace; that consumers may be misled, confused and disappointed by the quality of these Counterfeit Products, resulting in injury to Plaintiff's reputation and goodwill; and that Plaintiff may suffer loss of sales for its Baby Shark Products; and
- c. Plaintiff has well-founded fears that if it proceeds on notice to Defendants on this Application, Defendants will: (i) secret, conceal, destroy, alter, sell-off, transfer or otherwise dispose of or deal with Counterfeit Products or other goods that infringe the Baby Shark Works and/or Baby Shark Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (ii) inform their suppliers and others of Plaintiff's claims with the result being that those suppliers and others may also secret, conceal, sell-off or otherwise dispose of Counterfeit Products or other goods infringing the Baby Shark Works and/or Baby Shark Marks, the means of obtaining or manufacturing such Counterfeit Products, and records relating thereto that are in their possession or under their control, (iii) secret, conceal, transfer or otherwise dispose

of their ill-gotten proceeds from its sales of Counterfeit Products or other goods infringing the Baby Shark Works and/or Baby Shark Marks and records relating thereto that are in their possession or under their control and/or (iv) open new User Accounts and Merchant Storefront under new or different names and continue to offer for sale and sell Counterfeit Products with little to no consequence;

14. The balance of potential harm to Defendants of being prevented from continuing to profit from their illegal and infringing activities if a temporary restraining order is issued is far outweighed by the potential harm to Plaintiff, its business, the goodwill and reputation built up in and associated with the Baby Shark Works and/or Baby Shark Marks and to its reputations if a temporary restraining order is not issued.

15. Public interest favors issuance of the temporary restraining order in order to protect Plaintiff's interests in and to its Baby Shark Works and/or Baby Shark Marks, and to protect the public from being deceived and defrauded by Defendants' passing off of their substandard Counterfeit Products as Baby Shark Products.

16. Plaintiff has not publicized its request for a temporary restraining order in any way.

17. Service on Defendants via electronic means is reasonably calculated to result in proper notice to Defendants.

18. If Defendants are given notice of the Application, they are likely to secret, conceal, transfer or otherwise dispose of their ill-gotten proceeds from their sales of Counterfeit Products or other goods infringing the Baby Shark Works and/or Baby Shark Marks. Therefore, good cause exists for granting Plaintiff's request for an asset restraining order. It typically takes the Financial Institutions a minimum of five (5) days after service of the Order to locate, attach and freeze Defendants' Assets and/or Defendants' Financial Accounts and it is anticipated that it will take the Third Party Service Providers a minimum of five (5) days to freeze Defendants' Merchant Storefronts. As such, the Court allows enough time for Plaintiff to serve the Financial Institutions

and Third Party Service Providers with this Order, and for the Financial Institutions and Third Party Service Providers to comply with the Paragraphs I(B)(1) through I(B)(2) and I(C)(1) of this Order, respectively, before requiring service on Defendants.

19. Similarly, if Defendants are given notice of the Application, they are likely to destroy, move, hide or otherwise make inaccessible to Plaintiff the records and documents relating to Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or sale of Counterfeit Products. Therefore, Plaintiff has good cause to be granted expedited discovery.

### **ORDER**

Based on the foregoing findings of fact and conclusions of law, Plaintiff's Application is hereby **GRANTED** as follows:

#### **I. Temporary Restraining Order**

A. IT IS HEREBY ORDERED, as sufficient cause has been shown, that Defendants are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale, selling and/or otherwise dealing in Counterfeit Products, or any other products bearing the Baby Shark Works and/or Baby Shark Marks and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute a counterfeiting or infringement of the Baby Shark Works and/or Baby Shark Marks;
- 2) directly or indirectly infringing in any manner Plaintiff's Baby Shark Marks and Baby Shark Works;

- 3) using any reproduction, counterfeit, copy or colorable imitation of Plaintiff's Baby Shark Marks and Baby Shark Works, to identify any goods or service not authorized by Plaintiff;
- 4) using Plaintiff's Baby Shark Marks and/or Baby Shark Works and/or any other marks that are confusingly similar to the Baby Shark Marks and/or any other artwork that is substantially similar to the Baby Shark Works, on or in connection with Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, offering for sale, selling and/or otherwise dealing in Counterfeit Products;
- 5) using any false designation of origin or false description, or engaging in any action which is likely to cause confusion, cause mistake and/or to deceive members of the trade and/or the public as to the affiliation, connection or association of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants with Plaintiff, and/or as to the origin, sponsorship or approval of any product manufactured, imported, exported, advertised, marketed, promoted, distributed, displayed, offered for sale or sold by Defendants and Defendants' commercial activities and Plaintiff;
- 6) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with: (i) Counterfeit Products and/or (ii) any computer files, data, business records, documents or any other records or evidence relating to their User Accounts, Merchant Storefronts or Defendants' Assets and the manufacture, importation, exportation, advertising, marketing, promotion, distribution, display, offering for sale and/or sale of Counterfeit Products;
- 7) effecting assignments or transfers, forming new entities or associations, or creating and/or utilizing any other platform, User Account, Merchant Storefront or any other means of importation, exportation, advertising, marketing, promotion, distribution,

display, offering for sale and/or sale of Counterfeit Products for the purposes of circumventing or otherwise avoiding the prohibitions set forth in this Order; and

- 8) knowingly instructing any other person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7) above and I(B)(1) through I(B)(2) and I(C)(1) below.

B. IT IS HEREBY ORDERED, as sufficient cause has been shown, that the Third Party Service Providers and Financial Institutions are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) secreting, concealing, transferring, disposing of, withdrawing, encumbering or paying Defendants' Assets from or to Defendants' Financial Accounts until further ordered by this Court;
- 2) secreting, concealing, destroying, altering, selling off, transferring or otherwise disposing of and/or dealing with any computer files, data, business records, documents or any other records or evidence relating to Defendants' Assets and Defendants' Financial Accounts; and
- 3) knowingly instructing any person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7) and I(B)(1) through I(B)(2) above and I(C)(1) below.

C. IT IS HEREBY ORDERED, as sufficient cause has been shown, that the Third Party Service Providers are hereby restrained and enjoined from engaging in any of the following acts or omissions for fourteen (14) days from the date of this order, and for such further period as may be provided by order of the Court:

- 1) within five (5) days after receipt of service of this Order, providing services to Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, without

limitation, continued operation of Defendants' User Accounts and Merchant Storefronts;  
and

- 2) knowingly instructing any other person or business entity to engage in any of the activities referred to in subparagraphs I(A)(1) through I(A)(7), I(B)(1) through I(B)(2) and I(C)(1) above.

**II. Order to Show Cause Why A Preliminary Injunction  
Should Not Issue And Order Of Notice**

- A. Defendants are hereby ORDERED to show cause before this Court in Courtroom 1305 of the United States District Court for the Southern District of New York at 500 Pearl Street/40 Foley Square, New York, New York on June 3, 2022 at 8:30 a.m. or at such other time that this Court deems appropriate, why a preliminary injunction, pursuant to Fed. R. Civ. P. 65(a), should not issue.
- B. IT IS FURTHER ORDERED that opposing papers, if any, shall be filed electronically with the Court and served on Plaintiff's counsel by delivering copies thereof to the office of Epstein Drangel LLP at 60 East 42<sup>nd</sup> Street, Suite 1250, New York, NY 10165, Attn: Jason M. Drangel on or before May 27, 2022. Plaintiff shall file any Reply papers on or before May 31, 2022.
- C. IT IS FURTHER ORDERED that Defendants are hereby given notice that failure to appear at the show cause hearing scheduled in **Paragraph II(A)** above may result in the imposition of a preliminary injunction against them pursuant to Fed. R. Civ. P. 65, which may take effect immediately upon the expiration of this Order, and may extend throughout the length of the litigation under the same terms and conditions set forth in this Order.

**III. Asset Restraining Order**

- A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 64 and 65 and N.Y. C.P.L.R. 6201 and this Court's inherent equitable power to issue provisional remedies ancillary to its authority to provide final equitable relief, as sufficient cause has been shown, that within five (5) days



of receipt of service of this Order, the Financial Institutions shall locate and attach Defendants' Financial Accounts and shall provide written confirmation of such attachment to Plaintiff's counsel.

**IV. Order Authorizing Bifurcated and Alternative Service by Electronic Means**

A. IT IS FURTHER ORDERED pursuant to Fed. R. Civ. P. 4(f)(3), as sufficient cause has been shown, that service may be made on, and shall be deemed effective as to Defendants if it is completed by the following means:

- 1) delivery of: (i) PDF copies of this Order together with the Summons and Complaint, and (ii) a link to a secure website (including NutStore, a large mail link created through Rmail.com and via website publication through a specific page dedicated to this Lawsuit accessible through [ipcounselorslawsuit.com](http://ipcounselorslawsuit.com)) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order to Defendants' e-mail addresses to be determined after having been identified by Alibaba and/or AliExpress pursuant to **Paragraph V(C)**; or
- 2) delivery of a message to Defendants through the system for communications established by the Third Party Service Providers on their respective platforms, notifying Defendants that an action has been filed against them in this Court and providing a link to a secure website (such as NutStore or a large mail link created through Rmail.com) where each Defendant will be able to download PDF copies of this Order together with the Summons and Complaint, and all papers filed in support of Plaintiff's Application seeking this Order.

B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be deemed effective as to Defendants, Third Party Service Providers and Financial Institutions through the pendency of this action.

- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that such alternative service by electronic means ordered herein shall be made within five (5) days of the Financial Institutions and Third Party Service Providers' compliance with **Paragraphs III(A)** and **V(C)** of this Order.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that the Clerk of the Court shall issue a single original summons directed to all Defendants as listed in an attachment to the summons that will apply to all Defendants.
- E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that service may be made and shall be deemed effective as to the following if it is completed by the below means:
- 1) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PayPal Inc. will be able to download a PDF copy of this Order via electronic mail to PayPal Legal Specialist at [EEOMALegalSpecialist@paypal.com](mailto:EEOMALegalSpecialist@paypal.com);
  - 2) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where AliPay.com Co., Ltd., Ant Financial Services will be able to download a PDF copy of this Order via electronic mail Mr. Di Zhang, Member of the Legal & Compliance Department – IP, at [di.zd@alipay.com](mailto:di.zd@alipay.com);
  - 3) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Alibaba will be able to download a PDF copy of this Order via electronic mail to Chloe He, Alibaba Group at [chloe.he@alibaba-inc.com](mailto:chloe.he@alibaba-inc.com);
  - 4) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where Payoneer Inc. will be able to download a PDF copy of this Order via electronic mail to Payoneer Inc.'s Customer Service Management at [subpoenas@payoneer.com](mailto:subpoenas@payoneer.com); and
  - 5) delivery of: (i) a PDF copy of this Order, or (ii) a link to a secure website where PingPong Global Solutions Inc. will be able to download a PDF copy of this Order via electronic mail to PingPong Global Solutions Inc.'s Legal Department [legal@pingpongx.com](mailto:legal@pingpongx.com).

**V. Order Authorizing Expedited Discovery**

A. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days after receiving service of this Order, each Defendant shall serve upon Plaintiff's counsel a written report under oath providing:
  - a. their true name and physical address;
  - b. the name and location and URL of any and all websites that Defendants own and/or operate and the name, location, account numbers and URL for any and all User Accounts and Merchant Storefronts on any Third Party Service Provider platform that Defendants own and/or operate;
  - c. the complete sales records for any and all sales of Counterfeit Products, including but not limited to number of units sold, the price per unit, total gross revenues received (in U.S. dollars) and the dates thereof;
  - d. the account details for any and all of Defendants' Financial Accounts, including, but not limited to, the account numbers and current account balances; and
  - e. the steps taken by each Defendant, or other person served to comply with **Section I**, above.
- 2) Plaintiff may serve interrogatories pursuant to Rules 26 and 33 of the Federal Rules of Civil Procedure as well as Local Civil Rule 33.3 of the Local Rules for the Southern and Eastern Districts of New York and Defendants who are served with this Order shall provide written responses under oath to such interrogatories within fourteen (14) days of service to Plaintiff's counsel.
- 3) Plaintiff may serve requests for the production of documents pursuant to Fed. R. Civ. P. 26 and 34, and Defendants who are served with this Order and the requests for the production of documents shall produce all documents responsive to such requests within fourteen (14) days of service to Plaintiff's counsel.

- B. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order the Financial Institutions shall identify any and all of Defendants' Financial Accounts, and provide Plaintiff's counsel with a summary report containing account details for any and all such accounts, which shall include, at a minimum, identifying information for Defendants, including contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses), account numbers and account balances for any and all of Defendants' Financial Accounts and confirmation of said compliance with this Order.
- C. IT IS FURTHER ORDERED, as sufficient cause has been shown, that within five (5) days of receipt of service of this Order, the Third Party Service Providers shall identify any and all of Defendants' User Accounts and Merchant Storefronts, and provide Plaintiff's counsel with a summary report containing account details for any and all User Accounts and Merchant Storefronts, which shall include, at a minimum, identifying information for Defendants and Defendants' User Accounts and Defendants' Merchant Storefronts, contact information for Defendants (including, but not limited to, mailing addresses and e-mail addresses) and confirmation of said compliance with this Order.
- D. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:
- 1) Within fourteen (14) days of receiving actual notice of this Order, all Financial Institutions who are served with this Order shall provide Plaintiff's counsel all documents and records in their possession, custody or control (whether located in the U.S. or abroad) relating to any and all of Defendants' Financial Accounts, including, but not limited to, documents and records relating to:
    - a. account numbers;
    - b. current account balances;

- c. any and all identifying information for Defendants, Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, names, addresses and contact information;
- d. any and all account opening documents and records, including, but not limited to, account applications, signature cards, identification documents and if a business entity, any and all business documents provided for the opening of each and every of Defendants' Financial Accounts;
- e. any and all deposits and withdrawals during the previous year from each and every one of Defendants' Financial Accounts and any and all supporting documentation, including, but not limited to, deposit slips, withdrawal slips, cancelled checks and account statements; and
- f. any and all wire transfers into each and every one of Defendants' Financial Accounts during the previous year, including, but not limited to, documents sufficient to show the identity of the destination of the transferred funds, the identity of the beneficiary's bank and the beneficiary's account number.

E. IT IS FURTHER ORDERED, as sufficient cause has been shown, that:

- 1) Within fourteen (14) days of receipt of service of this Order, the Third Party Service Providers shall provide to Plaintiff's counsel all documents and records in its possession, custody or control (whether located in the U.S. or abroad) relating to Defendants' User Accounts and Defendants' Merchant Storefronts, including, but not limited to, documents and records relating to:
  - a. any and all User Accounts and Defendants' Merchant Storefronts and account details, including, without limitation, identifying information and account numbers for any and all User Accounts and Defendants' Merchant Storefronts that

Defendants have ever had and/or currently maintain with the Third Party Service Providers that were not previously provided pursuant to Paragraph V(C);

- b. the identities, location and contact information, including any and all e-mail addresses of Defendants that were not previously provided pursuant to Paragraph V(C);
- c. the nature of Defendants' businesses and operations, methods of payment, methods for accepting payment and any and all financial information, including, but not limited to, information associated with Defendants' User Accounts and Defendants' Merchant Storefronts, a full accounting of Defendants' sales history and listing history under such accounts and Defendants' Financial Accounts with any and all Financial Institutions associated with Defendants' User Accounts and Defendants' Merchant Storefronts; and
- d. Defendants' manufacturing, importing, exporting, advertising, marketing, promoting, distributing, displaying, offering for sale and/or selling of Counterfeit Products, or any other products bearing the Baby Shark Marks and/or Baby Shark Works and/or marks and/or artwork that are confusingly and/or substantially similar to, identical to and constitute an infringement of the Baby Shark Marks and/or Baby Shark Works.

#### **VI. Security Bond**

- A. IT IS FURTHER ORDERED that Plaintiff shall place security in the amount of five thousand Dollars (\$5,000) with the Court which amount is determined adequate for the payment of any damages any person may be entitled to recover as a result of an improper or wrongful restraint ordered hereunder.

**VII. Sealing Order**

A. IT IS FURTHER ORDERED that Plaintiff's Complaint and exhibits attached thereto, and Plaintiff's *ex parte* Application and the Declarations Su Jeong Yang and Gabriela N. Nastasi in support thereof and exhibits attached thereto and this Order shall remain sealed until the Financial Institutions and Third Party Service Providers comply with **Paragraphs I(B)-(C), III(A) and V(C)** of this Order.

**SO ORDERED.**

SIGNED this 20<sup>th</sup> day of May, 2022, at 12 p.m.

Paul A. Engleby  
UNITED STATES DISTRICT JUDGE



## Schedule A

Case No.	Product Name	Manufacturer	Product Description	Product Link
1	7 Day Store	7 Day Store	7 Day Store	https://www.aliexpress.com/item/1005003824108637
2	2A pleasant trip Store	2A pleasant trip Store	2A pleasant trip Store	https://www.aliexpress.com/item/1005003692477982
3	AIDA TECH LIMITED	AIDA TECH LIMITED	AIDA TECH LIMITED	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600470721935
4	Ankang Qinda Mianchuang Toys Industry Operation Management Co., Ltd.	Ankang Qinda Mianchuang Toys Industry Operation Management Co., Ltd.	Ankang Qinda Mianchuang Toys Industry Operation Management Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush-toy_1600469158834
5	Baby Family Store	Baby Family Store	Baby Family Store	https://www.aliexpress.com/item/1005004004862071
6	Boom Party Store	Boom Party Store	Boom Party Store	https://www.aliexpress.com/item/1005003763043615
7	Children's Clothes Design Store	Children's Clothes Design Store	Children's Clothes Design Store	https://www.aliexpress.com/item/1005003906800022
8	Children's Wonder Factory Store	Children's Wonder Factory Store	Children's Wonder Factory Store	https://www.aliexpress.com/item/1005003249714805
9	China Bedding-Set Factory Store	China Bedding-Set Factory Store	China Bedding-Set Factory Store	https://www.aliexpress.com/item/1005003773417173
10	Dongguan Everest Technology Co., Ltd.	Dongguan Everest Technology Co., Ltd.	Dongguan Everest Technology Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600440512957
11	Dongguan Mito Technology Co., Ltd.	Dongguan Mito Technology Co., Ltd.	Dongguan Mito Technology Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_160040513679
12	Dongguan Yikang Toys Co., Ltd.	Dongguan Yikang Toys Co., Ltd.	Dongguan Yikang Toys Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600384323131
13	Dropsip Push Toy Store	Dropsip Push Toy Store	Dropsip Push Toy Store	https://www.aliexpress.com/item/10050025706159
14	Emmababy Beautiful Baby Store	Emmababy Beautiful Baby Store	Emmababy Beautiful Baby Store	https://www.aliexpress.com/item/1005002554667505
15	FULA-bao Official Store	FULA-bao Official Store	FULA-bao Official Store	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600404473741
16	Fuzhou Yibo Electronic Commerce Co., Ltd.	Fuzhou Yibo Electronic Commerce Co., Ltd.	Fuzhou Yibo Electronic Commerce Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600404473741
17	Guangdong Jicheng Craft Products Co., Ltd.	Guangdong Jicheng Craft Products Co., Ltd.	Guangdong Jicheng Craft Products Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600404473741
18	Guangzhou Kingkong Industrial Co., Ltd.	Guangzhou Kingkong Industrial Co., Ltd.	Guangzhou Kingkong Industrial Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600404473741
19	Hang Wing Plastic Industry Co., Ltd.	Hang Wing Plastic Industry Co., Ltd.	Hang Wing Plastic Industry Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-selling-software-shark-plush_1600404473741
20	Happy House Party Store	Happy House Party Store	Happy House Party Store	https://www.aliexpress.com/item/1005003852275514
21	Hi Party Store	Hi Party Store	Hi Party Store	https://www.aliexpress.com/item/1005004059832082
22	HWMRBY 2022 Children's Clothing Factory Store	HWMRBY 2022 Children's Clothing Factory Store	HWMRBY 2022 Children's Clothing Factory Store	https://www.aliexpress.com/item/1005004059832082
23	J-L Store Store	J-L Store Store	J-L Store Store	https://www.aliexpress.com/item/1005004059832082
24	JOYMEMO Party Town Store	JOYMEMO Party Town Store	JOYMEMO Party Town Store	https://www.aliexpress.com/item/1005003883338759
25	Kayoli baby Store	Kayoli baby Store	Kayoli baby Store	https://www.aliexpress.com/item/1005004067010197
26	LI DU Home Store Store	LI DU Home Store Store	LI DU Home Store Store	https://www.aliexpress.com/item/100500405908912
27	LITCHI backdrop Store	LITCHI backdrop Store	LITCHI backdrop Store	https://www.aliexpress.com/item/1005003927924992
28	luckhome66 Store	luckhome66 Store	luckhome66 Store	https://www.aliexpress.com/item/1005003670748501
29	MILLULU88 Store	MILLULU88 Store	MILLULU88 Store	https://www.aliexpress.com/item/1005004090108745
30	Naughty Baby Store	Naughty Baby Store	Naughty Baby Store	https://www.aliexpress.com/item/1005003989684902
31	Palala Toy's Store	Palala Toy's Store	Palala Toy's Store	https://www.aliexpress.com/item/1005002872062941
32	QiuQiu Party Store	QiuQiu Party Store	QiuQiu Party Store	https://www.aliexpress.com/item/1005003685444367
33	SHENZHEN OXOFUN TECHNOLOGY LIMITED	SHENZHEN OXOFUN TECHNOLOGY LIMITED	SHENZHEN OXOFUN TECHNOLOGY LIMITED	https://www.aliexpress.com/item/1005003847199292
34	Shenzhen Yishangu Technology Co., Ltd.	Shenzhen Yishangu Technology Co., Ltd.	Shenzhen Yishangu Technology Co., Ltd.	https://www.aliexpress.com/product-detail/Factory-Outlet-Shark-Baby-Animal-Toy_1600395336277
35	Shop 119457639 Store	Shop 119457639 Store	Shop 119457639 Store	https://www.aliexpress.com/product-detail/32CM-Shark-Shape-LED-Singing-Plush_160045042580
36	Shop 169275549 Store	Shop 169275549 Store	Shop 169275549 Store	https://www.aliexpress.com/item/1005003495487923
37	Shop1100269143 Store	Shop1100269143 Store	Shop1100269143 Store	https://www.aliexpress.com/item/1005003517837233
38	Shop912624474 Store	Shop912624474 Store	Shop912624474 Store	https://www.aliexpress.com/item/1005004041989247
39	Sweethome376688 Store	Sweethome376688 Store	Sweethome376688 Store	https://www.aliexpress.com/item/1005003830240696
40	WangQianyu Store	WangQianyu Store	WangQianyu Store	https://www.aliexpress.com/item/1005003687389208
41	Xiamen Better Supply Chain Co., Ltd.	Xiamen Better Supply Chain Co., Ltd.	Xiamen Better Supply Chain Co., Ltd.	https://www.aliexpress.com/item/100500368884077
42	Xiaobao Store	Xiaobao Store	Xiaobao Store	https://www.aliexpress.com/product-detail/Hot-Baby-Tooth-Growth-Toys-Environmental_1600379263059
43	Yiwu All Shine Import & Export Co., Ltd.	Yiwu All Shine Import & Export Co., Ltd.	Yiwu All Shine Import & Export Co., Ltd.	https://www.aliexpress.com/item/1005004117451130
44	Yiwu Allo Trading Co., Ltd.	Yiwu Allo Trading Co., Ltd.	Yiwu Allo Trading Co., Ltd.	https://www.aliexpress.com/product-detail/Yiwu-All-Shine-igh-Quality-Kids-Kawaii_1600462566450
45	Yiwu Aulan Import & Export Co., Ltd.	Yiwu Aulan Import & Export Co., Ltd.	Yiwu Aulan Import & Export Co., Ltd.	https://www.aliexpress.com/product-detail/Shark-Shark-YIWU-ALLO-2022-Kids_11000001390922
46	Yiwu Baochang Trading Co., Ltd.	Yiwu Baochang Trading Co., Ltd.	Yiwu Baochang Trading Co., Ltd.	https://www.aliexpress.com/product-detail/Top-Selling Personalized Super Shark Soft_1600434480208
47	Yiwu Juqi Trading Co., Ltd.	Yiwu Juqi Trading Co., Ltd.	Yiwu Juqi Trading Co., Ltd.	https://www.aliexpress.com/product-detail/Hot-Sale-Small-Baby-Toy-Shark_1600417242467
48	Yiwu Tuoye Electronic Commerce Co., Ltd.	Yiwu Tuoye Electronic Commerce Co., Ltd.	Yiwu Tuoye Electronic Commerce Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-Hot-Sale-Cute-Glowing-in_1600410185183
49	Young Play Store	Young Play Store	Young Play Store	https://www.aliexpress.com/product-detail/Macaron-blue-colors-shark-theme-Balloon_1600466905305
50	YY Waroom Store	YY Waroom Store	YY Waroom Store	https://www.aliexpress.com/item/1005004078225500
51	Zhaodong Junjie Technology Co., Ltd.	Zhaodong Junjie Technology Co., Ltd.	Zhaodong Junjie Technology Co., Ltd.	https://www.aliexpress.com/item/100500398553504
52	Zhejiang Leadershow Homestextile Co., Ltd.	Zhejiang Leadershow Homestextile Co., Ltd.	Zhejiang Leadershow Homestextile Co., Ltd.	https://www.aliexpress.com/product-detail/Amazon-hot-Big-Stuffed-Plush-Shark_1600453621441
53	ZHISUXI Official Store	ZHISUXI Official Store	ZHISUXI Official Store	https://www.aliexpress.com/product-detail/BSCI-high-quality-hangzhou-factory-cotton_1600468368956
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